

THIS ENTIRE DOCUMENT MUST BE RETURNED

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I. **PURPOSE:** The purpose of this Request for Proposals (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations with individuals and/or organizations for the design and delivery of a Train the Trainers program on Intervention to the Virginia Department of Juvenile Justice (DJJ), an agency of the Commonwealth of Virginia, and to its affiliated group and detention centers.

II. **DEFINITIONS:**

"Using Agency": For purposes of this RFP and any resulting contract, the term "Using Agency" will apply to any unit, division, or office of the Department of Juvenile Justice (DJJ) that utilize the services of the "Contractor", in accordance with the specific terms and conditions of the contract.

III. **BACKGROUND:**

A. **General Overview of the Department:** The Department of Juvenile Justice (DJJ) is the State agency responsible for the operation of the juvenile justice system in the Commonwealth of Virginia. The DJJ operates a comprehensive system of juvenile justice programs, services, and facilities. This system is for the treatment or confinement of youth who become involved in the juvenile justice system through the Juvenile and Domestic Relations Courts throughout the Commonwealth of Virginia. Each year, approximately 16,000 juveniles receive services in the Court Service Units, Juvenile Correctional Centers and group homes directly operated by the Department. Additional services are provided through a system of locally operated group and detention homes that receive large amounts of their funding through the Department. Community-based components of this service system provide services to approximately 95 percent of the youth in the juvenile justice system, with the Juvenile Correctional Centers (institutions) providing services to the remaining five percent.

B. **Training Projects:** Intervention training constitutes one of several projects designed to improve staff capability in the methodologies of crisis intervention, defensive tactics, and physical and mechanical restraint. This training is part of an on-going program of staff development conducted by the Department.

The training needs addressed through this RFP are in response to changing conditions within the juvenile correctional field, including the anticipated increase in the numbers of youth to be held in secure and less-secure custody, and the increase in the severity of offenses committed by these youth. Consistent and ongoing staff training is required to respond to these conditions.

IV. **STATEMENT OF NEEDS:** It is desired that the Contractor furnish all labor and materials for the development and execution of the Train the Trainer program in "Intervention" to include the following:

A. **TRAINING SERVICES:**

1. **Initial Program:** An "initial" Train the Trainer program for one (1) group of

Master Trainers, 8-10 staff members, to be delivered at a training site in/or near Richmond, Virginia, no later than June, 2008. The techniques of the program will be taught via the Train The Trainer sessions to DJJ selected adjuncts, who will in turn train and certify other instructors and staff. Include a plan for re-certifying the Master Training Group.

2. Annual Training: A Train the Trainer program for additional adjunct faculty (not to exceed 24 participants) to be delivered annually beginning in 2008 and occurring each year through calendar year 2011, inclusive. Specific dates shall be mutually determined by the Contractor and the DJJ Training Unit.
 3. Re-Certification: A prescribed annual re-certification program to be conducted by the Master Trainers for the adjunct faculty described above, and any subsequently trained adjunct faculty no later than June, 2008 through calendar year 2011, inclusive. Specific dates shall be mutually determined by the Contractor and the DJJ Training Unit.
 4. Practice Training: Development of a two-hour (minimum) practice session which can be utilized by trainers for refresher demonstrations and practice.
- B. SCHEDULING OF CLASSES: Within two weeks of the contract award, the exact training schedule will be mutually agreed upon between the Contractor and the DJJ.
- C. TRAINING MATERIALS: The Contractor shall provide the following:
1. Written training materials that have been modified by mutual agreement to adequately address intervention techniques which are consistent with ward management and security requirements established by Standards, Policies, and Procedures. These are usually formulated by the DJJ Board, DJJ itself or CORE,
 2. A copy of the written training manual to each student in the class, or revisions to existing manuals, as needed, annually.
 3. Ten (10) copies of any training video related to intervention skills.
- D. PRIMARY INSTRUCTOR(S) AND SUBSTITUTE INSTRUCTOR(S): The Contractor and/or staff committed to the contract must meet the following requirements:
1. Shall have, at a minimum, five years training experience in teaching "intervention techniques" with youth.
 2. Provide resumes, indicating experience and qualifications in providing the training services described in the Statement of Needs. (SEE ATTACHMENTS B AND C)
- E. INSTRUCTOR(S) ILLNESS: Classes shall take place as scheduled. In the event of illness of the Contractor's primary instructor(s), an alternate instructor shall be substituted. The substitute instructor will possess at least the same minimum qualifications as listed above.

- F. CURRICULUM REQUIREMENTS: The Offeror's proposal should address intervention techniques which are consistent with ward management and security standards, policies and procedures usually established by the DJJ Board, DJJ itself, or CORE and which may be used with youth from ages eleven through twenty, and should include a thorough discussion of each of the following items. The content of the Offeror's proposal is not limited, however, to this outline.

It is desired that the training course(s) cover the following topics:

1. Verbal Intervention techniques, including:

- a. Techniques to relieve anxiety in staff and establish control in crisis situations;
- b. An understanding of human behavior regarding feelings of anxiety and fear and how it affects the rise in the tension level of the juvenile;
- c. How to recognize a crisis situation to include verbal and non-verbal cues;
- d. Techniques in appropriate responses to de-escalate a crisis situation:
 - (1) Individual versus group;
 - (2) Weapon versus no weapon.
- e. Team responses in a verbal crisis situation;
- f. Post-intervention techniques to a verbal or physical crisis situation;
- g. Any specialized techniques for dealing with the mentally ill, mentally retarded and emotionally disturbed juvenile;
- h. Any specialized techniques in dealing with the intoxicated or "high" juvenile;
- i. Dealing with the suicidal juvenile;
- j. Dealing with group disturbances;
- k. Dealing with assaultive/aggressive juveniles;
- l. Levels of intervention from lowest to most intrusive.

2. Defensive tactics, including:

- a. Understanding of body space and aggressive body movements;
- b. Escape techniques for handholds, wrist holds, leg holds, body holds, hair holds, head holds, clothing holds, bites, choke holds and life-threatening situations;
- c. Defensive tactics for punches and kicks to the head, body and limbs;
- d. Defensive tactics for the juvenile with a weapon;
- e. Diversion techniques for escape;
- f. Use of shields or barriers;
- g. Breaking up fights between juveniles;
- h. Breaking up attacks on staff.
- i. Self defense when staff is on the ground being assaulted or when staff is picked up off the ground.
 - j. Defensive tactics and appropriate reactions against assaults involving thrown or propelled objects/substances/fluids, to include spitting.

3. Physical restraint, including:

- a. An understanding of the dynamics of physical intervention and its effect on the juvenile and staff;
- b. Techniques that interface defensive tactics and physical restraint Tactics;
- c. Physical restraint techniques, including:
 - (1) One juvenile and one staff;
 - (2) One juvenile and more than one staff;
 - (3) More than one juvenile and one staff;
 - (4) More than one juvenile and more than one staff.
- d. Use of Pressure Points or passive control methods;
- e. When to use individual versus team restraint;
- f. Physical restraint techniques for the “very large” and “very small” juvenile;
- g. Physical restraint techniques for the passive/aggressive juvenile;
- h. Physical restraint techniques for the pregnant juvenile;
- i. Intervention techniques for juvenile fighting juvenile;
- j. Dealing with physically out-of-control juvenile;
- k. Take down techniques in various situations;
- l. When to use a take down technique and when not to use the technique;
- m. Release of hold/control of ward after he has been restrained: (1) how to determine when to release [signs/ward behavior]; (2) techniques for release [verbal interaction]; (3) release reaction/reapply restraint [physical techniques]; (4) single/multiple staff releases; and (5) release process for ward [from chair, bed, standing position, floor.
- n. Dealing with the physically restrained juvenile who does not come under control in a reasonable time period.

4. Escorting (Movement), Entry and Extraction Techniques

Escorting (Movement):

- a. One juvenile and one staff;
- b. One juvenile and more than one staff;
- c. More than one juvenile and one staff;
- d. More than one juvenile and more than one staff;
- e. Juvenile in mechanical restraints vs. juvenile under physical restraint;
- f. Passive vs. aggressive juvenile.

Entry/Extraction/Movement of:

- a. Passively resistant juvenile (seated, standing);
- b. Aggressively resistant ward (open area, confined cell);
- c. Male versus female;
- d. Small versus large;
- e. Single versus multiple staff.
- f. Physical movement of ward who refuses to move (from chair, bed, standing

position, floor).

g. Moving in and out (insertion or extraction), especially overly aggressive/hostile juveniles. Should involve both facilities (rooms, etc. in them) and vehicles. In some instances juveniles may be passive/aggressive and refuse to leave rooms or vehicles.

Use of isolation, including:

- a. Placing the "Out of control" juvenile into an isolation room;
- b. Having to enter an isolation room when a juvenile is out of control;
- c. Extraction of a juvenile from an isolation room;
- d. Techniques for two staff and more than two staff;
- e. Techniques for suicidal, aggressive vs. passive juvenile.

5. Mechanical restraint, including:

- a. Appropriate application of mechanical restraints including handcuffs, temporary handcuffs (plastic/flex cuffs), leg shackles, belt restraints, waist chains w/black boxes, and helmets.
- b. Appropriate removal of mechanical restraints;
- c. Escorting the juvenile in mechanical restraints;
- d. Vehicular transportation of juvenile in mechanical restraints;
- e. Medical concerns regarding the use of mechanical restraints;
- f. Passive vs. aggressive juvenile;
- g. Self-injurious and suicidal juvenile.

- G. TRAINING OBJECTIVE: Upon completion of the training, all participants should be able to understand the use of intervention techniques that are non-violent in crisis type situations with youth from ages eleven through twenty.
- H. FOLLOW-UP TRAINING AND ASSISTANCE: The Contractor shall provide post-training assistance for use of the intervention techniques that are non-violent in crisis type situations for a period of 12 months following completion of the "hands-on classroom training program". Offerors shall submit a description of system/procedures they will provide for post-training assistance.
- I. AGENCY PROVIDED TRAINING FACILITY/EQUIPMENT: The DJJ Training Unit shall furnish a training facility as follows:
- 1. Location: The training facility shall be located in the Richmond Metropolitan Area and no more than 30 miles from the DJJ Central Office located at the 700 Centre Building, 700 E. Franklin St., Richmond, VA.
 - 2. Room Size: Shall provide room(s) set up in classroom style with a minimum seating capacity of 24 students. The room(s) shall be reasonably free from distractions, have good lighting and ventilation and large enough to provide

adequate mobility of students.

3. Audio-Visual Equipment: Purchasing Agency shall make available, all necessary audio visual equipment during the training sessions (e.g., overhead projector, screen, and flip charts). All equipment will be in good working condition and the Contractor shall inspect it at the beginning of each day to assure reliability and notify the DJJ Training Unit of the need for replacement of any defective equipment.

J. ADMINISTRATIVE PROCEDURES: The DJJ Training Unit shall provide the following:

1. Student Rosters: Attendance rosters shall be provided prior to the start of each class by the Using Agency. The Instructor will take roll and return the completed roster to the Using Agency.
2. Evaluation Forms: The Using Agency will provide the Contractor with class evaluation forms to be completed and collected from each student following each class. The Instructor will compile a written summary of the class evaluation forms for each course session taught.

K. EDUCATION, PROFESSIONAL QUALIFICATION AND EXPERIENCE:

Contractor's staff committed to the contract must meet the following requirements:

1. Instructors shall have, at a minimum, five years experience in providing training to staff members who deal with institutionalized youth or with youth in other secure or less secure residential facilities;
2. Shall provide references from similar agencies/organizations in which this training has been offered and utilized.
3. Resumes of staff who will be teaching Train the Trainer sessions

V. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and (5) copies of each proposal must be submitted to the issuing State agency. No other distribution of the proposal shall be made by the Offeror.
2. Proposal Preparation:
 - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in the Purchasing Agency requiring prompt submission

of missing information and/or giving a lowered evaluation of the proposal. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and the sub-letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - d. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - e. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of Section 11-52D of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
3. Oral Presentation/Demonstration: Offerors who submit a proposal in response to this RFP may be required to give a presentation/demonstration of their proposal to the State agency or its designees. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session

only and does not include negotiation. DJJ will schedule the time and location of these presentations/demonstrations. These presentations/demonstrations are an option of the DJJ Training Unit and may or may not be conducted.

B. **SPECIFIC PROPOSAL REQUIREMENTS:** Proposals should be as thorough and detailed as possible so that the Department of Juvenile Justice may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit documentation of the following items as a complete proposal:

1. The return of the RFP cover sheet, other pages requiring blanks to be filled in and all addenda acknowledgements, if any, signed and filled out as required.
2. Complete Data Sheet, included as an attachment to the RFP, and other specific items or data requested in the RFP.
3. A written narrative statement to include:
 - a. An outline of the methodology by which the "Intervention" Training will be conducted to include:
 - b. Philosophy stating the underlying assumptions of the chosen, including degree of safety/danger associated with applied techniques;
 - c. A copy of the lesson plan (Instructor and participant outlines) to be used for each course each day (i.e., a plan to include the sequence of topic presentation and duration of each topic).
 - d. Brief description of the instructional methodology (presentation, demonstration, video, etc.) that will be employed.
4. Staff resumes indicating experience in training trainers in the Offeror's program(s);
5. Complete Contractor Data Sheet (Attachment A). References provided must be able to substantiate their professional experience with the contractor, have similar program objectives and provide implementation feedback.
6. Time frame for completion of training.

DELIVERY: It is desired that the Master Trainer program begin no later than June 1, 2008. Please state below your earliest firm delivery or performance date:

_____ 2008. This date may be a factor in making the award.

7. An outline of the process by which the contractor will provide individual evaluation of participants in the Train-the-Trainers program to include:
 - a. Acquisition of knowledge and skill of program;
 - b. Determination of faculty's appropriateness for recertification;
 - c. An evaluation of program's effectiveness through a critical analysis and/or review of specific case histories.

8. A sample of curriculum materials developed by the Offeror, i.e. handouts, slides, videos and/or tapes.
9. Proposed Price. Indicate in the pricing schedule, Section XI of the RFP.

VI. EVALUATION AND AWARD CRITERIA:

- A. EVALUATION CRITERIA: Proposals will be evaluated by the Department of Juvenile Justice using the following criteria:

	<u>POINT VALUE</u>
1. Specific plans or methodology to be used to perform the services.	<u>40</u>
2. Proposed Price.	<u>20</u>
3. Proposed start date.	<u>10</u>
4. Small Business Subcontracting Plan	<u>20</u>
5. Qualifications of trainers and experience of Offerors in providing the services.	<u>10</u>
TOTAL	<u>100</u>

- B. AWARD OF CONTRACT: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated

VII. **REPORTING AND DELIVERY INSTRUCTIONS:**

A. “The contractor shall provide a quarterly progress report to Guillermo Novo outlining the following:”

1. The specific accomplishments achieved during the reporting period.
2. The specific tasks completed pursuant to the provisions of the contract and the completion dates of such tasks.
3. The projected completion dates for the remaining specific tasks required by the contract.

There are requirements for a Small Business Subcontracting Plan in solicitations where the prime contract is in excess of \$100,000, which includes all renewal periods. Prime contractors are required to complete Annex D which should be attached to the RFP solicitation. For competitive negotiation, the Small Business Subcontracting Plan shall be used as one of the evaluation criteria. A DMBE-certified small business which serves as prime contractor will receive full credit for subcontracting for work performed by such prime. See Section IX, Special terms and Conditions, F, included in the RFP requiring the contractor to provide evidence of compliance with this requirement. Receipt of a small business subcontracting plan shall be a condition of the award. A report from the prime contractor must be submitted quarterly.

VIII. **GENERAL TERMS AND CONDITIONS:**

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under “Manuals.”
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against

any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on

contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

- G. ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFP :** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:**
1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all

invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - i. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - ii. To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM (Small, Women, and Minority-owned businesses) procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

K. PRECEDENCE OF TERMS: The following General Terms and Conditions, *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORMS AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

- L. QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it

deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

- R. ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days.
- S. DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- T. NONDISCRIMINATION OF CONTRACTORS:** An offeror, or contractor, shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- U. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the proposal being rejected.

- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
- c. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

V. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

IX. **SPECIAL TERMS AND CONDITIONS:**

- A. **ADOPTION OF STANDARDS FOR PROGRAMS AND SERVICES:** The Virginia Acts of Assembly, requires the Department of Juvenile Justice to prescribe standards for the development, operation and evaluation of juvenile correctional programs and services. Upon adoption of new standards by the Board of Juvenile Justice, the Contractor shall be required to comply with the standards. The contractor must comply with all applicable regulations, standards, policies, and procedures, whether they be Residential or Non-Residential, CORE, Department or Board, SOPs, and any others which may be applicable.
- B. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the Department of Juvenile Justice will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- C. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- D. **AWARD:** Selection shall be made of two or more offerors deemed to be fully qualified and

best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated

- E. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation
- F. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**
1. It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
 2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to

these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution, on a quarterly basis, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

- G. PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilized, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- H. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of 2 successive one year periods under the terms and conditions of the original contract except as stated in 1 and 2 below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than 50% of the percentage increase/decrease of the Services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than 50 % of the percentage increase/decrease of the Services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- I. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract

some part of the work specified herein, the Contractor shall, furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

- J. **OWNERSHIP OF PRINTING MATERIALS:** All artwork, camera-ready copy, negative, dies, photos, and similar materials used to produce a printing job shall become the property of the Commonwealth. Any furnished materials shall remain the property of the Commonwealth. All such items and materials shall be delivered to the ordering agency in usable condition after completion of the work, and prior to submission of the invoice for payment
- K. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.
1. Contractor Name:_____ Subcontractor name:_____
2. License # _____ Type _____
- L. **CONFIDENTIALITY:** The Contractor assures that information and data obtained as to personal facts and circumstances related to clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent. Any information to be disclosed, except to the employees working on this project will be required to sign the Confidentiality statement in this solicitation.
- M. **EXPANSION OF TARGET:** Throughout the original contract term and any subsequent renewal, along with the identification of available funding, the Contractor may be utilized, at the sole discretion of the Purchasing Agency, to provide products and services in additional units of the DJJ. Additional services shall be provided only after written authorization and modification to this contract.
- N. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for 90 days. At the end of the 90 days the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled
- O. **IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified on the cover page in the sample as follows:

From:_____	_____	_____
Name of Offeror	Due Date	Time
_____	DJJ-08-004	_____
Street or Box Number	RFP No.	_____
_____	Intervention Training	_____
City, State, Zip Code	RFP Title	_____

Name of Contract/Purchase Officer or Buyer Authorized to Sign _____

Corporate Title

The envelope should be addressed as directed on the cover page of the solicitation.

If a proposal not contained in the special envelope is mailed, the offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope

- P. **REFERENCES:** Offerors shall provide a list of at least 4 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number. This is an example; please fill out information in Attachments.

<u>ORGANIZATION</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>TELEPHONE</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

- Q. **eVA Business-To-Government Contracts and Orders:** The solicitation/contract will result in multiple purchase order(s) with the eVA transaction fee specified below assessed for each order.

a. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:

- (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
- (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, website portal www.eva.virginia.gov , streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

- X. **METHOD OF PAYMENT:** The Contractor will be paid on a monthly basis upon submission of an accurate invoice. Invoices shall be submitted by the 10th day of each month for work performed in the previous month.

XI.

;

B.

2008 Trainer Re-Certification.	_____	Students @ \$ _____	= \$ _____
2009 Trainer Re-Certification.	_____	Students @ \$ _____	= \$ _____
2010 Trainer Re-Certification.	_____	Students @ \$ _____	= \$ _____
			Total \$ _____

C.

XII.

ATTACHMENT A: Contractor Data Sheet

ATTACHMENT B: Instructor Reference Sheet (Train-The-Trainer)

ATTACHMENT C: Instructor Reference Sheet (Re-Certification)

ATTACHMENT D: Small Business Subcontracting Plan

ATTACHMENT A
DATA SHEET
To Be Completed by Offeror

1. QUALIFICATION OF OFFEROR: The Offeror must have the capability and capacity in all respects to fully satisfy all of the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing training services: ____ years ____ months and the ____ years and ____ months for the types of services described throughout this RFP. List/describe these services:

3. REFERENCES: Indicate below a listing of at least four (4) current accounts, whether commercial or governmental, that you are servicing. Include the length of service and the name and address of the person whom the Department of Juvenile Justice has your permission to contact.

<u>CLIENT ADDRESS</u>	<u>LENGTH OF SERVICE</u>	<u>PERSON TO CONTACT AND PHONE NUMBER</u>
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4. ADMINISTRATOR(S) OF CONTRACT: List full names and address(es) of Contractor and any branch offices which may be responsible for administering the contract.

5. Check all attachments included with your proposals.

☐ Data Sheet
☐ Narrative Statement
☐ Staff Resumes
☐ Other Literature (i.e., copies of Manuals, Videos, Tapes etc.)

.NOTE: BE SURE AUTHORIZED SIGNATURE APPEARS ON THE COVER PAGE OF THIS REQUEST FOR PROPOSAL.

ATTACHMENT B

INSTRUCTOR REFERENCE SHEET

To Be Completed By Offeror

COURSE: TRAIN-THE-TRAINER IN INTERVENTION TECHNIQUES (THAT ARE NON-VIOLENT IN CRISIS TYPE SITUATIONS)

References: Indicate below a listing of at least three (3) organizations, either commercial or governmental, where the instructor has taught this identical or similar course. Include the name and address of the organization, the date the course was taught, and the person and telephone number DJJ has your permission to contact.

Client:
Address:

Type and Date(s) of Training:

Person to Contact:

Telephone Number:

Client:
Address:

Type and Date(s) of Training:

Person to Contact:

Telephone Number:

Client:
Address:

Type and Date(s) of Training:

Person to Contact:

Telephone Number:

ATTACHMENT C

INSTRUCTOR REFERENCE SHEET

To Be Completed By Offeror

COURSE: RECERTIFICATION TRAINING (INTERVENTION TECHNIQUES THAT ARE NON-VIOLENT IN CRISIS TYPE SITUATIONS)

References: Indicate below a listing of at least three (3) organizations, either commercial or governmental, where the instructor has taught this identical or similar course. Include the name and address of the organization, the date the course was taught, and the person and telephone number DJJ has your permission to contact.

Client:

Address:

Date(s) of Training:

Person to Contact:

Telephone Number:

Client:

Address:

Date(s) of Training:

Person to Contact:

Telephone Number:

Client:

Address:

Date(s) of Training:

Person to Contact:

Telephone Number:

Attachment D

Small Business Subcontracting Plan

Definitions

Small Business: "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: DMBE-certified women- and minority-owned businesses shall also be considered small businesses when they have received DMBE small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbv.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ **Date:** _____

Instructions

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall include DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not certified by DMBE as a small business and plan to subcontract part of this contract with a DMBE certified business, complete only Section B of this form.
- C. If you are not certified by DMBE as a small business and cannot identify any subcontracting opportunities to subcontract part of this contract with a DMBE-certified business, only provide the information requested in Section C of this form.

Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (**check only one below**):

- _____ Small Business
- _____ Small and Women-owned Business
- _____ Small and Minority-owned Business

Certification number: _____ Certification date: _____

Section B

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall include DMBE-certified women-owned and minority-owned businesses that meet the small business definition and have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

Small Business Name & Address DMBE Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Contract Involvement	Planned Annual Contract Dollar Expenditure Amount
Totals \$					